

~~Exhibit A~~ SLR

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

STUART TINNEY,

Plaintiff,

v.

GENESEO COMMUNICATIONS, INC.,  
CAMBRIDGE TELCOM, INC., CASS  
COMMUNICATIONS MANAGEMENT, INC.,  
TECHNOLOGY GROUP, LLC, THE TCW  
FUNDS, MONTROSE MUTUAL PCS, INC.,  
GRIDLEY ENTERPRISES, INC., and TIMOTHY  
M. YAGER,

Defendants,

and

AIRGATE PCS, INC.,

Nominal Defendant.

Civil Action No. 03-1126-SLR

**ORDER OF FINAL  
JUDGMENT**

This matter having come before the Court on the application of the Settling Parties for approval of the settlement (the "Settlement") set forth in the Stipulation of Settlement dated as of October 31, 2007 (the "Stipulation"), and the Court having considered all papers filed

and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore;

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. This order (the “Order” or the “Judgment”) incorporates by reference the definitions in the Stipulation, and all capitalized terms used herein, and not otherwise defined herein, shall have the same meaning set forth in the Stipulation.

2. The Court has jurisdiction over the subject matter of the Action, the Settling Parties, and to consider and enter this Order.

3. The Court hereby approves the Settlement as set forth in the Stipulation, finds that said Settlement is, in all respects, fair, reasonable, and adequate and directs that the Settlement be consummated in accordance with the terms and conditions set forth in the Stipulation.

4. The Action is hereby dismissed with prejudice and without costs.

5. Upon the Effective Date, the Released Parties are fully, finally, and forever released, relinquished, and discharged from the Released Claims, and the Settling Parties and their Related Persons are permanently barred and enjoined from instituting, commencing, prosecuting or asserting any such Released Claims against any of the Released Parties, but may enforce the releases or other terms and conditions contained in the Stipulation or any Court order (including but not limited to the Judgment) entered pursuant thereto.

6. Upon the Effective Date, AirGate and its Related Persons, AirGate’s Counsel, Plaintiff, Plaintiff’s Related Persons and Plaintiff’s counsel in the Action are fully, finally, and forever released, relinquished, and discharged from all claims that have been or could have been asserted in this litigation or in any forum by one or more of the Defendants or

their Related Persons, arising out of, in any way relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims, but may enforce the releases or other terms and conditions contained in this Stipulation or any Court order (including but not limited to the Judgment) entered pursuant thereto.

7. Plaintiff's counsel are awarded attorneys' fees of \$ 145,000 and reimbursement of expenses in the amount of \$ 49,847, which sums the Court finds to be fair and reasonable and which shall be paid in accordance with the terms of the Stipulation.

8. Without affecting the finality of this Judgment in any way, this Court retains continuing jurisdiction over (a) implementation of the Settlement; (b) any award or distribution of the Settlement Amount as set forth in the Stipulation; and (c) all other proceedings related to the implementation and enforcement of the terms of the Stipulation and/or the Settlement. The time to appeal from this Judgment shall commence upon its entry.

9. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

IT IS SO ORDERED.

Dated: 12/4, 2007

  
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THE HONORABLE SUE L. ROBINSON  
UNITED STATES DISTRICT JUDGE